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IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

NOTICE OF MOTION NO.350 OF 2004
IN
SUIT NO.353 OF 2004

Steelage Industries Limited)..Plaintiff

Versus

The Collector of Mumbai and others)..Defendants

Mr.Darias Khambhata with Shaneen Parikh i/b.Amarchand & Mangaldas & S.A. Shroff & Co. for the Plaintiff.

Mr.Niranjan Pandit, Assistant Government Pleader, for Defendant Nos.1 and 2.

CORAM : SMT. NISHITA MHATRE, J.

DATED : 12TH JUNE 2006

P.C.:

. By this Motion, the Plaintiff seeks an order against the Defendants injuncting them from dispossessing or evicting the Plaintiff from the suit premises. The suit premises consist of 13072 square yards or thereabouts, bearing Collector's Old Survey No.671 and New Survey No.3661 and bearing Cadastral Survey No.412 of Mazagaon Division which was leased out by the Indenture of Lease dated 14th April 1910. This deed was to operate for a period of 99 years. On the expiry of the lease deed, according to the Plaintiff, the Defendants are bound to renew the lease on the conditions mentioned in the Indenture of Lease. These conditions include the rates on which the lease rent should be paid. The Plaintiff Company has filed a Suit

since demands were made by the Defendants for payment of lease rent in excess of what, according to the Plaintiff, they were entitled to charge. These charges were proposed to be fixed by the Defendants on the basis of Government Resolution dated 5th October 1999. In **Writ Petition No.711 of 2001** (*Asuda Kutir Co-operative Housing Society Ltd. and others* vs. *The State of Maharashtra and others*) which was disposed of together with several other Writ Petitions on 25th August 2004, a Division Bench of this Court as recorded a statement made on behalf of the State that the Government Resolution dated 5th October 1999 was withdrawn. The Division Bench has also observed that while fixing the value of the property, the State in these matters should take into account and have due regard to the terms and conditions laid down in the respective lease deeds in the Writ Petitions decided.

2. Admittedly, the Plaintiff had not filed any Writ Petition challenging the Government Resolution.

3. An affidavit has been filed on behalf of the State stating that the lease rent in respect of the suit premises would be fixed on the basis of the order passed in Writ Petition No.711 of 2001. However, till that exercise is completed by the Defendants, in my view, it would be necessary to grant the interim relief sought.

4. Hence, Notice of Motion made absolute in terms

of prayer clause (a).